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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/273,673	03/22/1999	JOHN C. DOYLE	DOYLE-P99-1	7424

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Patrick J. Arnold, Jr.
McAndrews, Held & Malloy, Ltd.
34th Floor
500 West Madison Street
Chicago, IL 60661

EXAMINER
GRAHAM, CLEMENT B

ART UNIT	PAPER NUMBER
3692	

MAIL DATE	DELIVERY MODE
08/23/2007	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

		Application No.	Applicant(s)
Office Action Summary		09/273,673	DOYLE, JOHN C.
		Examiner	Art Unit	
		Clement B. Graham	3692	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *14 June 2007*.

2a)☐ This action is **FINAL**. 2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *21-40* is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *21-40* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some *   c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☐ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date _____.

5)☐ Notice of Informal Patent Application

6)☐ Other: _____.

DETAILED ACTION

1.   A request for continued examination under 37 CFR 1.114, including the fee set forth in 37

CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible

for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been

timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR

1.114. Applicant's submission filed on 6/14/07 has been entered.

2.   Claims 21-40, remained pending.

Claim Rejections - 35 USC § 103

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in
this Office action:
(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth
in section 102 of this title, if the differences between the subject matter sought to be patented and the
prior art are such that the subject matter as a whole would have been obvious at the time the invention
was made to a person having ordinary skill in the art to which said subject matter pertains. Patent ability
shall not be negatived by the manner in which the invention was made.

4.   Claims 21-40, are rejected under 35 U.S.C. 103(a) as being unpatentable over Wagner U.S

Patent 4, 903, 201) in view of Shepherd U.S Patent 5, 970, 479).

As per claim 21, Wagner discloses a system for forward rate agreement futures

contract trading, wherein a forward rate agreement futures contract comprises a convex

futures contract related to a London Interbank Offered Rate (LIBOR), said system

comprising:

an input device receiving or having access to:

1) a settlement price for each of a plurality of forward rate agreement futures contracts

listed by an exchange,(see column 20 lines 54-67 and column 3 lines 4-25 and column

7 lines 12-67)

2) expirations for each of the plurality of forward rate agreement futures contracts,

3) an identification of a seller of each of the plurality of forward rate agreement futures

contracts (see column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-

67 and column 22 lines 1-26)

4) an identification of a buyer of each of the plurality of forward rate agreement futures

contracts(see column 3 lines 4-25)

5) a trade price for each of the plurality of forward rate agreement futures contracts, and

6) a base tick value representing a currency value for a minimum change in a contract

price and a processor configured to: (see column 21 lines 63-67)

2) determine an actual tick value for each of the plurality of forward rate agreement

futures contracts based on the present value factor for the forward rate agreement

futures contract and the base tick value, generate a settlement amount for each of the

plurality of forward rate agreement futures contracts using (see column 19 lines 40-67

and column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26)

a) a number of contracts net bought or sold by an entity by the end of the previous day,

b) a number of contracts bought or sold by the entity by the end of the current day,

c) a price at which the entity bought or sold during the current day, d) a settlement price

for each contract for the previous day, e) a settlement price for each contract for the

current day, and f) the actual tick value for the current day for each forward rate

agreement futures contract, the settlement amount representing, for each forward rate

agreement futures contract, an amount paid by an entity that lost money to the

exchange or paid by the exchange to an entity that made money on the current day,

and generate payment instructions for at least one of a buyer's bank and a seller's bank

based on the settlement amount for each of the plurality of forward rate agreement

futures contracts. (see column 19 lines 40-67 and column 20 lines 1-67 and column

21lines 15-67 and column 22 lines 1-26).

Wagner fail to explicitly teach calculate and save a present value factor using the

settlement price of a forward rate agreement futures contract of the plurality of forward

rate agreement futures contracts whose expiration is closest to the current date on

which the present value factor is calculated, the processor calculating and saving a

present value factor for each of the remaining plurality of forward rate agreement futures

contracts based on the previous present value factor calculation and the settlement

price of the forward rate agreement futures contract whose expiration is next closest to

the current date on which the present value factor is calculated.

However Shepherd discloses the Contract Bid Price is calculated automatically by the

application software in the following manner: The ordering party-specified desired contingent

entitlement amounts, i.e. the "registered data", (covering the feasible product definition value range) are multiplied by the potential counterparty-specified component product prices (which will rarely add to "1" because each counterparty is endeavouring to `game` potential ordering parties in different ways) to yield the corresponding number of implied contingent entitlement amounts. When added together, these figures sum to (34.110), where the brackets signify a negative value. This figure represents an expected futures counterparty-entitlement payout amount (as at the designated contract maturity date of 95.02.10.17.00.00). The present day value of this figure, calculated using the specified discount rate of 9.90% per annum, is 29.220. To this amount is added the potential counterparty's desired flat commission amount of 1.10%, yielding a contract Bid Price (in the consideration/entitlement denomination of the product, commercial bank-denominated Australian dollars) of 29,540. No exchange rates are applicable in this case, because the ordering party, Denisons, is not seeking to deal in a consideration or entitlement denomination different to the denominations formally specified for the product. Demdata's parameters calculate that a consideration bid price of 29,540 will yield them a base margin on the contract of 3,180 (again denominated in commercial bank, Australian dollars).(see column 12 lines 28-67 and column 13 lines 1-17).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Wagner to include calculate and save a present value factor using the settlement price of a forward rate agreement futures contract of the plurality of forward rate agreement futures contracts whose expiration is closest to the current date on which the present value factor is calculated, the processor calculating and saving a present value factor for each of the remaining plurality of forward rate agreement futures contracts based on the previous present value factor calculation and the settlement price of the forward rate agreement futures contract whose expiration is next closest to the current date on which the present value factor is calculated taught by Shepard in order to manage risk relating to specified yet unknown future events by enabling parties or entities to reduce their exposure to specified risks by constructing compensatory claim contract orders.

As per claim 22, Wagner discloses further comprising an output device generating documentation of a funds transfer and confirmation of trade. (see column 20 lines 54-67 and column 3 lines 4-25 and column 7 lines 12-67 and see column 19 lines 40-67 and column 20

lines 1-67 and column 21lines 15-67 and column 22 lines 1-26).

As per claim 23, Wagner discloses wherein the present value factor (PVF) is determined usingPVF = $[1 + Ro(Do/360)]x[1 + F1(D1/360)]x ... x [1 + F_{,,,}(D_{,,}/360)]'$ wherein R0 represents a spot LIBOR for a first futures contract expiration, Do represents a number of days from spot to the first futures contract expiration, Dn represents a number of days from spot to a last listed futures contract, FI represents a forward rate implied by the first futures contract, and F, represents a forward rate implied by the last listed futures contract. (see column 20 lines 54-67 and column 3 lines 4-25 and column 7 lines 12-67 and see column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26).

As per claim 24, Wagner discloses wherein the actual tick value is determined by multiplying the base tick value by the present value factor. (see column 20 lines 54-67 and column 3 lines 4-25 and column 7 lines 12-67 and see column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26).

As per claim 25, Wagner discloses wherein the settlement amount for a futures contract buyer is determined using $B=(Ps-P\sim)xATVxIO0$, wherein B represents a settlement amount due to or from a buyer for a futures contract, Ps represents the settlement price for the futures contract, Pt represents the trade price for the futures contract, and ATV represents the actual tick value for the futures contract, and wherein the settlement amount for a futures contract seller is determined using $S =(Pt-Ps)\times ATV \times 100$, wherein S represents a settlement amount due to or from a seller for a futures contract, Ps represents the settlement price for the futures contract, Pt represents the trade price for the futures contract, and ATV represents the actual tick value for the futures contract. (see column 20 lines 54-67 and column 3 lines 4-25 and column 7 lines 12-67 and see column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26).

As per claim 26, Wagner discloses a method for convex futures contract trading, the convex futures contract price related to an interest rate, wherein a plurality of convex futures contracts are listed on an exchange and each of the plurality of convex futures contracts has a related settlement price, expiration, and trade price, said method comprising:
 determining an actual tick value for each of the plurality of convex futures contracts based on the present value factor for the convex futures contract and a base tick value representing a

currency value for a minimum change in a contract price(see column 19 lines 40-67 and
column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26)
generating a settlement amount for each of the plurality of convex futures contracts using:
 a number of contracts net bought or sold by an entity by the end of the previous day,
 a number of contracts bought or sold by the entity by the end of the current day,
 a price at which the entity bought or sold during the current day, 4) a settlement price for each
contract for the previous day, 5) a settlement price for each contract for the current day, and
 the actual tick value for the current day for each convex futures contract, the settlement
amount representing, for each convex futures contract, an amount paid by an entity that lost
money to the exchange or paid by the exchange to an entity that made money on the current
day; and generating payment instructions for at least one of a buyer's bank and a seller's bank
based on the settlement amount for each of the plurality of convex futures contracts. (see
column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-67 and column 22
lines 1-26).

Wagner fail to explicitly teach calculating and saving a first present value factor using the
settlement price of a first convex futures contract of the plurality of convex futures contracts
whose expiration is closest to the current date on which the first present value factor is
calculated, calculating and saving a present value factor for each of the remaining plurality of
convex futures contracts based on the previous present value factor calculation and the
settlement price of the convex futures contract whose expiration is next closest to the current
date on which the present value factor is calculated.

However Shepherd discloses the Contract Bid Price is calculated automatically by the
application software in the following manner: The ordering party-specified desired contingent
entitlement amounts, i.e. the "registered data", (covering the feasible product definition value
range) are multiplied by the potential counterparty-specified component product prices (which
will rarely add to "1" because each counterparty is endeavouring to `game` potential ordering
parties in different ways) to yield the corresponding number of implied contingent entitlement
amounts. When added together, these figures sum to (34.110), where the brackets signify a
negative value. This figure represents an expected futures counterparty-entitlement payout
amount (as at the designated contract maturity date of 95.02.10.17.00.00). The present day

value of this figure, calculated using the specified discount rate of 9.90% per annum, is 29.220. To this amount is added the potential counterparty's desired flat commission amount of 1.10%, yielding a contract Bid Price (in the consideration/entitlement denomination of the product, commercial bank-denominated Australian dollars) of 29,540. No exchange rates are applicable in this case, because the ordering party, Denisons, is not seeking to deal in a consideration or entitlement denomination different to the denominations formally specified for the product. Demdata's parameters calculate that a consideration bid price of 29,540 will yield them a base margin on the contract of 3,180 (again denominated in commercial bank, Australian dollars).(see column 12 lines 28-67 and column 13 lines 1-17).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Wagner to include calculating and saving a first present value factor using the settlement price of a first convex futures contract of the plurality of convex futures contracts whose expiration is closest to the current date on which the first present value factor is calculated, calculating and saving a present value factor for each of the remaining plurality of convex futures contracts based on the previous present value factor calculation and the settlement price of the convex futures contract whose expiration is next closest to the current date on which the present value factor is calculated taught by Shepard in order to manage risk relating to specified yet unknown future events by enabling parties or entities to reduce their exposure to specified risks by constructing compensatory claim contract orders.

As per claim 27, Wagner discloses further comprising generating documentation of a funds transfer and confirmation of trade. (see column 20 lines 54-67 and column 3 lines 4-25 and column 7 lines 12-67 and see column 19 lines 40-67 and column 20 lines 1-67 and column 21 lines 15-67 and column 22 lines 1-26).

As per claim 28, Wagner discloses wherein the present value factor (PVF) is determined using $PVF = [1 + R_0(D_0/360)] \times [1 + F_1 (D_1/360)] \times ... \times [1 + F_n (D_n/360)]$' wherein R0 represents a spot LIBOR for a first futures contract expiration, Do represents a number of days from spot to the first futures contract expiration, Dn represents a number of days from spot to a last listed futures contract, F1 represents a forward rate implied by the first futures contract, and F, represents a forward rate implied by the last listed futures contract.

(see column 20 lines 54-67 and column 3 lines 4-25 and column 7 lines 12-67 and see column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26).

As per claim 29, Wagner discloses wherein the actual tick value is determined by multiplying the base tick value by the present value factor. (see column 20 lines 54-67 and column 3 lines 4-25 and column 7 lines 12-67 and see column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26).

As per claim 30, Wagner discloses wherein the settlement amount for a futures contract buyer is determined using $B = (Ps - Pt) \times ATV \times 100$, wherein B represents a settlement amount due to or from a buyer for a futures contract, Ps represents the settlement price for the futures contract, Pt represents the trade price for the futures contract, and ATV represents the actual tick value for the futures contract, and wherein the settlement amount for a futures contract seller is determined using $S = (Pt - Ps) \times ATV \times 100$, wherein S represents a settlement amount due to or from a seller for a futures contract, Ps represents the settlement price for the futures contract, Pt represents the trade price for the futures contract, and ATV represents the actual tick value for the futures contract. (see column 20 lines 54-67 and column 3 lines 4-25 and column 7 lines 12-67 and see column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26).

As per claim 31, Wagner discloses further comprising:
generating a cumulative price quote for a group including a plurality of convex futures contract; and displaying the cumulative price quote on the display device to convey information for use in trading the group. (see column 20 lines 54-67 and column 3 lines 4-25 and column 7 lines 12-67 and see column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26).

As per claim 32, Wagner discloses further comprising: generating a price for a floor option on a convex futures contract; and
displaying the price for the floor option on the display device to convey information for use in trading the floor option. (see column 20 lines 54-67 and column 3 lines 4-25 and column 7 lines 12-67 and see column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26).

As per claim 33, Wagner discloses wherein the step of generating a price includes accounting for a limit, the limit from the group consisting of a cap, a floor, or both, in generating the price. (see column 20 lines 54-67 and column 3 lines 4-25 and column 7 lines 12-67 and see column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26).

As per claim 34, Wagner discloses further comprising using data representing a convex futures contract in computing a price for an Over-The-Counter option. (see column 20 lines 54-67 and column 3 lines 4-25 and column 7 lines 12-67 and see column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26).

As per claim 35, Wagner discloses wherein the forming an interest rate swap including the convex futures contract includes computing interest payments for the interest rate swap.

As per claim 36, Wagner discloses further comprising computing a zero coupon libor curve in real time and applying the zero coupon libor curve to a portfolio of interest rate derivatives to create forward rates, expected cash flows, and present value of the case flows for risk management manipulation of the portfolio. (see column 20 lines 54-67 and column 3 lines 4-25 and column 7 lines 12-67 and see column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26).

As per claim 37, Wagner discloses further comprising calculating an exposure indicia of movement in the curve. (see column 20 lines 54-67 and column 3 lines 4-25 and column 7 lines 12-67 and see column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26).

As per claim 38, Wagner discloses further comprising publishing daily quotes of the present value factors for each of the plurality of convex futures contracts to provide information for use in trading the convex futures contracts. (see column 20 lines 54-67 and column 3 lines 4-25 and column 7 lines 12-67 and see column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26).

As per claim 39, Wagner discloses further comprising conveying present value factor data to a plurality of vendor or broker computers on the exchange for use in trading one or more of the plurality of convex futures contracts. (see column 20 lines 54-67 and column 3

lines 4-25 and column 7 lines 12-67 and see column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26).

As per claim 40, Wagner discloses a method for clearing convex futures contracts traded on an exchange by one or more trading firms, a price of the convex futures contracts related to an interest rate, said method comprising:

notifying the trading firm of a trade confirmation for the convex futures contract, the trade price for the convex futures contract, the discount factor for the convex futures contract, open positions for the convex futures contract, and the settlement amount due to or from the trading firm,(see column 20 lines 54-67 and column 3 lines 4-25 and column 7 lines 12-67)

and triggering a computer-assisted transfer of funds to or from an account associated with the trading firm. (see column 19 lines 40-67 and column 20 lines 1-67 and column 21lines 15-67 and column 22 lines 1-26).

Wagner fail to explicitly teach multiplying a trade price for a convex futures contract by a discount factor for an appropriate date to determine a settlement amount due by or to a trading firm, the discount factor modifying the trade price based on a base tick value adjusted by a representative closing price of last trading for the convex futures contract for the appropriate date.

However Shepherd discloses the Contract Bid Price is calculated automatically by the application software in the following manner: The ordering party-specified desired contingent entitlement amounts, i.e. the "registered data", (covering the feasible product definition value range) are multiplied by the potential counterparty-specified component product prices (which will rarely add to "1" because each counterparty is endeavouring to `game` potential ordering parties in different ways) to yield the corresponding number of implied contingent entitlement amounts. When added together, these figures sum to (34.110), where the brackets signify a negative value. This figure represents an expected futures counterparty-entitlement payout amount (as at the designated contract maturity date of 95.02.10.17.00.00). The present day value of this figure, calculated using the specified discount rate of 9.90% per annum, is 29.220. To this amount is added the potential counterparty's desired flat commission amount of 1.10%, yielding a contract Bid Price (in the consideration/entitlement denomination of the product, commercial bank-denominated Australian dollars) of 29,540. No exchange rates are applicable

in this case, because the ordering party, Denisons, is not seeking to deal in a consideration or entitlement denomination different to the denominations formally specified for the product. Demdata's parameters calculate that a consideration bid price of 29,540 will yield them a base margin on the contract of 3,180 (again denominated in commercial bank, Australian dollars).(see column 12 lines 28-67 and column 13 lines 1-17).

Therefore it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Wagner to include multiplying a trade price for a convex futures contract by a discount factor for an appropriate date to determine a settlement amount due by or to a trading firm, the discount factor modifying the trade price based on a base tick value adjusted by a representative closing price of last trading for the convex futures contract for the appropriate date taught by Shepard in order to manage risk relating to specified yet unknown future events by enabling parties or entities to reduce their exposure to specified risks by constructing compensatory claim contract orders.

Conclusion

Response to Arguments

5.   Applicant 's arguments filed on 06/14/2007 has been fully considered but they are moot in view of new grounds of rejections.

6.   Any inquiry concerning this communication or earlier communications from the examiner should be directed to Clement B Graham whose telephone number is 571-272-6795. The examiner can normally be reached on 7am to 5pm.

7.   Applicant's claim 1, states " configured to"
However the subject matter of a properly construed claim is defined by the terms that limit its scope. It is this subject matter that must be examined. As a general matter, the grammar and intended meaning of terms used in a claim will dictate whether the language limits the claim scope. Language that suggests or makes optional but does not require steps to be performed or does not limit a claim to a particular structure does not limit the scope of a claim or claim limitation. The following are examples of language that may raise a question as to the limiting effect of the language in a claim:

(A)   statements of intended use or field of use,

(B)   "adapted to" or "adapted for" clauses,

(C)   "wherein" clauses, or

(D)   "whereby" clauses.

This list of examples is not intended to be exhaustive. See also MPEP § 2111.04.

**>USPTO personnel are to give claims their broadest reasonable interpretation in light of the supporting disclosure. In re Morris, 127 F.3d 1048, 1054-55, 44 USPQ2d 1023, 1027-28 (Fed. Cir. 1997). Limitations appearing in the specification but not recited in the claim should not be read into the claim. E-Pass Techs., Inc. v. 3Com Corp., 343 F.3d 1364, 1369, 67 USPQ2d 1947, 1950 (Fed. Cir. 2003) (claims must be interpreted "in view of the specification" without importing limitations from the specification into the claims unnecessarily). In re Prater, 415 F.2d 1393, 1404-05, 162 USPQ 541, 550-551 (CCPA 1969). See also In re Zletz, 893 F.2d 319, 321-22, 13 USPQ2d 1320, 1322 (Fed. Cir. 1989) ("During patent examination the pending claims must be interpreted as broadly as their terms reasonably allow.... The reason is simply that during patent prosecution when claims can be amended, ambiguities should be recognized, scope and breadth of language explored, and clarification imposed.... An essential purpose of patent examination is to fashion claims that are precise, clear, correct, and unambiguous. Only in this way can uncertainties of claim scope be removed, as much as possible, during the administrative process.").<

Where an explicit definition is provided by the applicant for a term, that definition will control interpretation of the term as it is used in the claim. Toro Co. v. White Consolidated Industries Inc., 199 F.3d 1295, 1301, 53 USPQ2d 1065, 1069 (Fed. Cir. 1999) (meaning of words used in a claim is not construed in a "lexicographic vacuum, but in the context of the specification and drawings."). Any special meaning assigned to a term "must be sufficiently clear in the specification that any departure from common usage would be so understood by a person of experience in the field of the invention." Multiform Desiccants Inc. v. Medzam Ltd., 133 F.3d 1473, 1477, 45 USPQ2d 1429, 1432 (Fed. Cir. 1998). See also MPEP § 2111.01.

8.   Any inquiry concerning this communication or earlier communications from the examiner should be directed to Clement B Graham whose telephone number is 703-305-1874. The examiner can normally be reached on 7am to 5pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Hyung S. Sough can be reached on 703-308-0505. The fax phone numbers for the organization where this application or proceeding is assigned are 703-305-0040 for regular communications and 703-305-0040 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-305-3900.

CG

Aug 8, 2007

FRANTZY POINVIL
PRIMARY EXAMINER
AU 3692